

Panaji, 22nd December, 2022 (Pausa 1, 1944)

SERIES II No. 38

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Supplement and four Extraordinary issues to the Official Gazette, Series II No. 37 dated 15-12-2022 as follows:—

- (1) Supplement dated 15-12-2022 from pages 2659 to 2660 regarding Order from Department of Revenue.
- (2) Extraordinary dated 15-12-2022 from pages 2661 to 2662 regarding Notification from Goa Legislature Secretariat.
- (3) Extraordinary (No. 2) dated 15-12-2022 from pages 2663 to 2666 regarding Order and Notification from Department of Panchayati Raj and Community Development.
- (4) Extraordinary (No. 3) dated 16-12-2022 from pages 2667 to 2668 regarding Notification from Department of Finance.
- (5) Extraordinary (No. 4) dated 20-12-2022 from pages 2669 to 2670 regarding Notification from Department of Town and Country Planning.

GOVERNMENT OF GOA

Department of Education, Art & Culture
Directorate of Education

Order

No. DE/102/Adm.I/B/Re-naming GHS-GHSS/2022/659

The below mentioned Government High Schools and Government Higher Secondary Schools shall be renamed as proposed by Head of Institutions with consultation of PTA/SMC of the schools in accordance with the Martyr's list provided by Department of Home (General), Secretariat, Porvorim-Goa.

Sr. No.	Name of Government High School	Renaming of Government High School as
1	2	3
1.	Government High School, Agarwada, Pernem-Goa	J. A. Chopdekar Memorial Government High School, Agarwada, Pernem-Goa.
2.	Government High School, Torse, Pernem-Goa	Shahid Ram Singh Memorial Government High School, Torse, Pernem-Goa.

1	2	3
3.	Government High School, Gaothanwada, Ozari, Pernem-Goa	Tulshiram Balkrishna Hirve Memorial Government High School, Gaothanwada, Ozari, Pernem.
4.	Government High School, Dadachiwadi, Dhargal, Pernem-Goa	Hutatma Bala Gopal Dessai Memorial Government High School, Dadachiwadi, Dhargal, Pernem-Goa.
5.	Government High School, Alto-Betim, Porvorim, Bardez-Goa	Krishna Shaba Shet Memorial Government High School, Alto-Betim, Porvorim, Bardez-Goa.
6.	Government High School, Kasarpal, Bicholim, Goa	Hutatma Babuli Narayan Gawas Memorial Government High School, Kasarpal, Bicholim-Goa.

1	2	3
7.	Government High School, Tarmatha Bhile, Surla, Bicholim-Goa	Ramnath Naik Memorial Government High School, Tarmatha-Bhile, Surla, Bicholim-Goa.
8.	Government High School, Morlem Colony, Sattari	Soma Rama Malik Memorial Government High School, Morlem Colony, Sattari.
9.	Government High School, Dona Paula, Tiswadi	Purshottam Kerkar Government High School, Dona Paula.
10.	Government High School, Mercedes, Tiswadi-Goa	Parshuram Memorial Government High School, Mercedes, Tiswadi-Goa.
11.	Government High School, Sadar, Ponda-Goa	Camilo Pereira Memorial Government High School, Sadar, Ponda-Goa.
12.	Government High School, Vidyanagar, Aquem, Margao	Rajnikant Kenkre Memorial Government High School, Vidyanagar, Aquem, Margao.
13.	Government High School, Vasco Main, Mormugao	Rajnikant Kenkre Memorial Government High School, Vasco Main, Mormugao.
14.	Government High School, Baina, Vasco-da-Gama	Camilo Pereira Memorial Government High School, Baina, Vasco-da-Gama.

Sr. No.	Name of Government Higher Secondary Schools	Renaming of Government Higher Secondary Schools as
1	2	3
1.	Government Higher Secondary School, Khandola, P. O. Marcela, Ponda-Goa	Krishna Vasudev Parab Memorial Government Higher Secondary School, Khandola, P. O. Marcela, Ponda-Goa.
2.	Government Higher Secondary School, Baina, Vasco-Goa	Ramnath Naik Memorial Government Higher Secondary School, Baina, Vasco-Goa.

This issues with the approval of Government of Goa vide U. No. 3677/F dated 05-12-2022.

By order and in the name of the Governor of Goa.

Shailesh R. Sinai Zingde, Director (Education) & ex officio Jt. Secretary.

Porvorim, 15th December, 2022.

Directorate of Technical Education
Polytechnic Section

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Order

No. 17/3/26/2010/DTE/Vol I/Part II/2971

Read: Notification No. 23/1/87-GA&C(Vol V)/1984 dated 06-06-2022.

Shri Subhash P. Borkar, Principal, Government Polytechnic Bicholim shall look after the charge of Principal, Government Polytechnic Panaji, in addition to his own duties, with immediate effect until further orders.

This is issued with approval of the Government vide U. O. No. 3897/F dated 08-12-2022.

This order supersedes order No. 17/3/26/2010/DTE/Vol I/Part II/2756 dated 30-11-2022.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director (Technical Education) and ex officio Additional Secretary.

Porvorim, 14th December, 2022.

College Section

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Order

No. 16/4/101/GAD/Arch/DTE/22/2973

Read: Memorandum No. 16/2/25/2001/DTE/Vol.IV/1904 dated 26-09-2022.

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/5(1)/2018/284 dated 24-08-2021, Government is pleased to appoint Ms. Gouri Ashok Desai on temporary basis to the post of Associate Professor in Architecture (Group 'A' Gazetted) at Goa College of Architecture, Altinho, Panaji-Goa, on an initial pay at Level 13A1 [i.e. initial pay of Rs. 37,400/- (pre-revised) in the Pay Scale of Rs. 37,400 - 67,000 (pre-revised) + Academic Grade Pay of Rs. 9000/- (pre-revised)] w. e. f. the date of joining as per the terms & conditions contained in the Memorandum cited above.

The appointment is against the post of Assistant Professor in Architecture vacant since creation vide Order No. 16/1/10/2002-DTE/1444 dated 04-08-2003 & subsequently revived vide Order DTE/ADC/16/2/34/2007/Vol.I/3104 dated 21-12-2017.

Ms. Gouri Ashok Desai will be on probation for a period of two years.

She should join duties within 30 days of the receipt of this order, failing which this order is liable to be cancelled without further notice.

She has been declared fit by Medical Board, Goa Medical College & Hospital, Bambolim vide letter No. 4/105/85-H/GMC/2022/774 dated 02-11-2022. Her character and antecedents have been verified and nothing adverse is reported against her as conveyed by the Office of the Superintendent of Police (District Special Branch), Kolhapur vide No. DSB/A/B/C/243/2022 dated 05-12-2022.

By order and in the name of the Governor of Goa.

Dr. **Vivek B. Kamat**, Director (Technical Education) and ex officio Addl. Secretary.

Porvorim, 14th December, 2022.

Department of Environment & Climate Change

Corrigendum

No. 7/4/98/ENV&CC/DIR/PartI/1247

Read: Notification No. 7/4/98/STE/DIR/PartI/1191 dated 07-02-2022.

In the Notification read above, in the schedule therein for Sr. 4 and Sr. 17 are omitted from the said notification and the time during night hours from 10.00 p.m. to 06.00 a.m. mentioned in the second last line of the first para may be substituted to read as from 10.00 p.m. to 12.00 a.m.

Dasharath M. Redkar, Director (Environment & CC).
Panaji, 15th December, 2022.

Department of General Administration

Order

No. 35/4/2005-GAD-III/2717

Read: 1. Order No. 35/4/2005/GAD-III dated 27-05-2013.

2. Order No. 35/4/2005/GAD-III dated 10-03-2017.

3. Addendum No. 35/4/2005-GAD-III/927 dated 31-03-2017.

In lines to Addendum dated 31-03-2017 read in preamble (3), whenever there is no Superintendent (Legal)/Superintendent (Law)/Superintendent (Legislative Affairs)/Superintendent (Drafting)

posted in Law (Legal) Department, the Under Secretary (Legal)/Under Secretary (Law)/Under Secretary (Legislative Affairs)/Under Secretary (Drafting) respectively shall function as the "Public Information Officer".

This issued with the approval of Secretary (GA).
Shreyas Dsilva, Under Secretary (GA-I)/Link.
Porvorim, 14th December, 2022.

Department of Labour

Notification

No. 28/02/2022-LAB/Part-II/699

The following Judgment passed by the Labour Court-II, at Panaji-Goa, on 21-10-2022 in Case No. LC-II/LCC/105/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 13th December, 2022.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. LC-II/LCC/105/2021

Mr. Bapu Y. Ambekar,
R/o H. No. 967/A, Ambrina,
Succorro, Alto Porvorim,
Bardez, Goa, 403521 ... Applicant.
V/s

1. Hotel Mandovi,
(A unit of Mandovi Hotels Private Limited),
D.B. Bandodkar Marg,
Panaji-Goa ... Opponent (1).

2. Mr. Ramnath V. Quenim (Partner),
Managing Director, Hotel Mandovi,
R/o. Ashirwad, D-6, Ocean Park,
Dona Paula, Goa ... Opponent (2).

3. Mr. Narcinva P. Quenim (Partner),
R/o. Ramnath Prasad Building,
Near Mahalaxmi Temple,
Panaji-Goa ... Opponent (3).

Panaji, Dated: 21-10-2022.

Applicant represented by Adv. Shri Suhas Naik.

Opponent absent, marked as Ex-parte.

JUDGEMENT

1. This Judgment and Order shall determine the claim application of the Applicant dated 11-11-2021, filed U/S 33-C (2) of the I. D. Act, 1947.

2. By the present claim application, the Applicant claimed from the Opponents an amount of Rs. 3,19,444/- (Rupees Three lakhs nineteen thousand four hundred and forty four only) being Rs. 23,484/- towards bonus for the year 2018-2019 and for the year 2019-2020, Rs. 9,917/- towards LTA and Medical allowance for the year 2018-2019 and for the year 2019-2020, Rs. 71,176/- towards salary increase arrears and Rs. 82,867/- towards unutilized privileged leave 113 days.

The Applicant stated that he retired from the Opponent No. 1 establishment on 31st August, 2019. However, in spite of his retirement, the Opponents have failed to pay his legal dues. He stated that as the Opponent No. 1 failed to pay his legal due, he made several written communications to the Opponent No. 1. The Opponents failed to pay his legal dues. He stated that Opp. No. 2 and 3 are the Managing Director/Partners of the Opponent No. 1 establishment and as such all the Opponents are jointly and severally liable to pay his legal dues as stated above. He stated that the inordinate delay in making payment to him has caused severe prejudice, financial losses and inconvenience to him besides economic starvation. He submitted that he is entitled to receive the aforesaid amount alongwith interest @10% p. a. from the day of its maturity till its realization. The applicant therefore prayed that the opponents be directed to pay to him the aforesaid amount of Rs. 3,19,444/- (Rupees Three lakhs nineteen thousand four hundred and forty four only) alongwith interest @10% p. a. till its actual realization.

3. All the Opponents have been duly served. The Opponents have however, failed to appear before this Hon'ble Court on the scheduled dates of hearings for the reasons best known to them. This Hon'ble Court marked an ex-parte against the Opponents after giving ample opportunities to appear and pursue their case.

4. This Hon'ble Court framed the following issues on 14-10-2021 at Exb. 4.

1. Whether the Applicant proves that he is entitled to receive from the Opponents an amount of Rs. 3,19,444/- (Rupees Three lakhs nineteen thousand four hundred forty four only), Rs. 23,484/- towards bonus, Rs. 9,917/-

medical allowances 2018-19 and 2019-20, Rs. 71,176/- towards salary increase arrears and Rs. 82,867/- towards unutilized privileged leave (113 days) respectively?

2. What order?

5. My answers to the aforesaid issues are as under:

(a) Issue No. 1 : In the affirmative.

(b) Issue No. 2 : As per final order.

I have heard the oral arguments of Ld. Adv. Shri Suhas Naik appearing for the Applicant. On the contrary, none remained present for the Opponents. I have carefully perused the entire records of the present case. I have also carefully considered the submissions advanced by the Ld. Adv. Shri Suhas Naik, appearing for the Applicant.

REASONS:

Issue No. 1:

6. By the present claim application, the Applicant claimed a total amount of Rs. 3,19,444/- (Rupees Three lakhs nineteen thousand and forty four only) being Rs. 23,484/- towards bonus, Rs. 9,917/- towards LTA, medical allowances, Rs. 71,176/- towards salary increase arrears, Rs. 82,867/- towards unutilized privileged leave respectively.

To support his claim, the Applicant has produced on record documentary evidence in support of his oral evidence. The said evidence, oral as well as documentary adduced by the Applicant on record remained unchallenged for want of denial.

(a) Unpaid Salary:

7. The Applicant claimed from the Opponent an amount of Rs. 1,32,000/- towards his pending salaries for the period from October, 2019 to 3rd March, 2020.

The evidence on record indicates that the Applicant joined the service of the Opponent No. 1 as Jr. Accounts on 04-01-1982. The evidence on record indicates that the monthly net salary of the Applicant was Rs. 20,153/- after deducting the P.F. and LIC amounting to Rs. 1,847/- in the month of August 2019.

8. On 28-08-2019, the evidence on record indicates that the Applicant has not been paid his earned salaries for the month from October, 2019 till 3rd March, 2020. The evidence on record indicates that the monthly total net salary of the Applicant was Rs. 20,153/-. Thus, the Applicant is entitled to receive from the Opponent a sum of Rs. 1,02,780/- (Rupees One lakh two thousand seven hundred eighty only) towards his unpaid salaries for the period from October, 2019 till 3rd March, 2020.

(b) Bonus:

9. The Applicant claimed bonus for an amount of Rs. 23,484/- for the year 2018-2019 and for the year 2019-2020.

The bonus is paid to the employee under the Payment of Bonus Act, 1965. Section 8 of the Act provides for the eligibility of the bonus. Section 9 of the Act provides for disqualification for the bonus. Section 10 of the Act, provides for minimum bonus. The provisions of Section 10 provides for the minimum bonus of 8.33% of the salary or wage earned by the employee during the accounting year or Rs.100/-, whichever is higher, whether or not the Employer has any allocable surplus in the accounting year. Similarly, Section 11 of the Act, provides for payment of maximum bonus.

10. The evidence on record indicates that the Applicant has failed to produce on record relevant materials to grant maximum bonus. In the circumstances, the Applicant is entitled for minimum bonus @ 8.33% of the salary or wage earned by the employee during the accounting year or Rs. 100/- whichever is higher, whether or not the Employer has any allocable surplus in the accounting year.

11. The Applicant claimed from the Opponent an amount of Rs. 23,484/- for the year 2018-19 and for the year 2019-20 towards bonus. Taking into consideration the monthly salary of the Applicant of Rs. 22,000 /-, the minimum bonus for the year 2018-19 and for the year 2019-20 @ 8.33% amounts to Rs. 3,665/- (Rupees Three thousand six hundred sixty five only).

Thus, the Applicant proved that he is entitled to receive from the Opponent No. 1 a total amount of Rs. 3,665/- (Rupees Three thousand six hundred sixty five only) towards bonus for the year 2018-19 and for the year 2019-20.

(c) Medical Allowance and LTA:

12. The Applicant claimed LTA and medical allowance for the year 2018-2019 and for the year 2019-2020 for an amount of Rs. 22,000/- (Rupees Twenty two thousand only).

The Applicant has produced on record a letter of the Employer dt. 01-08-2013 (Exb. 9) in support of his oral Evidence. The said letter of the Employer on record at Exb. 9 indicates that the applicant is entitled for Medical Allowance annually for Rs. 7,000/- and LTA (Leave Travel Allowance) has been dropped. Thus, the Applicant claimed for Medical Allowance for the year 2018 -2019 and for the year 2019-2020 would be Rs. 14,000/- (Rupees Fourteen thousand only). The Applicant is not entitled for LTA in

pursuant of the letter at Exb. 9. Hence it is held at the applicant proved that he is entitled to receive from the Opponent No. 1 a sum of Rs. 14,000 towards the Medical allowance. The Applicant failed to prove that he is entitled for any amount towards LTA.

(d) Salary Increase Arrears:

13. The Applicant claimed an amount of Rs. 71,176/- towards the arrears in his increase in salary from 01-04-2017 till 30-11-2018.

The evidence on record indicates that the net salary of the Applicant was Rs. 16,611/- w. e. f. 01-04-2017 which was subsequently increased to Rs. 20,153/- w. e. f. 01-04-2018 as per the salary revision for the year 2016-17 and 2017-18 dated 26-12-2018 (Exb. 5). Thus, there was increase in salary of Rs. 3542/- per month from 01-04-2017 till 30-11-2018 (for 20 months) which comes to Rs. 70,840/-. Thus, the Applicant is entitled to receive from the Opponent No. 1 a sum of Rs. 70,840/- (Rupee Seventy thousand eight hundred and forty only) towards arrears of increase in salary.

(e) Unutilized Privileged Leave:

14. The Applicant claimed an amount of Rs. 82,867/- towards 113 days of his unutilized privileged leave. The net salary of the Applicant was Rs. 20,153/- per month. Taking into consideration the monthly salary of the Applicant, the Applicant is entitled for an amount of Rs. 75,910/- towards his unutilized privileged leave. Thus, the Applicant is entitled to receive from the Opponent a sum of Rs. 20,153/- (Rupees Twenty thousand one hundred fifty three only) towards his unutilized privileged leave.

15. In the case of **New Standard Engineering Company Limited v/s. Ashok H. Hire and Anr., reported in 2004 II CLR 574**, the Hon'ble High Court of Bombay, after relying upon a judgment of Hon'ble Supreme Court of India, in the case of **Suresh Sakharam Chowgule and Anr. v/s. M/s. Parel Cotton Press Factory (1994 SUPP. (3) SCC 704)**, held that "*though the provisions of Industrial Disputes Act, do not expressly empowered the Industrial Court to grant interest, the court is entitled to grant interest depending upon facts of each case*".

16. In the case of **Haryana State Federation of Consumer Co-operative Wholesale Stores Ltd. v/s. Siri Kishan and Anr.**, reported in 1996 II CLR 688, the Hon'ble High Court of Punjab and Haryana has held that "*where the Employer has retained what was required to be disbursed to the Workman, by denying their rightful dues for almost a period of 12 years, during which the value of their money has considerably diminished due to inflation i. e. prevalent*

in the country, the Labour Court is perfectly entitled to say that the workman should be compensated by way of payment of interest".

17. Thus, it is settled principle of law that the Labour Court or Industrial Tribunal is empowered to grant interest depending upon the facts and circumstances of each case. In the instant case as stated above, it has been proved that the Applicant is entitled to receive from the Opponent No. 1 a total amount of Rs. 2,67,195/- (Rupees Two lakhs sixty seven thousand one hundred and ninety five only) towards unpaid salaries, bonus, arrears of salary increase, unutilized privileged leave and Medical Allowance. The Applicant is therefore entitled to receive from the Opponent No. 1 being Employer and Opponent No. 2 and Opponent No. 3 being partners of the Opponent No. 1 the said amount of Rs. 2,67,195/- (Rupees Two lakhs sixty seven thousand one hundred and ninety five only) alongwith simple interest @ 10% p. a. from the date of passing the present order till its actual realization.

In view of above and with regards to the facts and circumstances of the case, I pass the following order:

ORDER

1. The present claim application of the Applicant filed u/s 33-C (2) of the I. D. Act, 1947 is hereby allowed. The Opponents are hereby directed to pay to the Applicant, Mr. Bapu Y. Amberkar, a sum of Rs. 2,67,195/- (Rupees Two lakhs sixty seven thousand one hundred and ninety five only) along with simple interest @10% p. a. from the date of passing of the present order till the actual realization of the said amount.

No order as to cost.

Pronounced in the open court.

Sd/-

(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/02/2022-LAB/Part-V/703

The following Award passed by the Labour Court-II, at Panaji-Goa on 28-11-2022 in Case No. Ref. LC-II/C-IT/01/2018 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 14th December, 2022.

IN THE LABOUR COURT-II

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. LC-II/C-IT/01/2018

Shri Damu Kudalkar,

H. No. 56, Mungal,

Margao-Goa.

..... Complainant/Workman

V/s

M/s Kadamba Transport Corporation Ltd.,

Paraisio de Goa,

Alto Porvorim, Goa.

..... Opponent/Employer

Complainant represented by Adv. Shri A. Kundaikar.

Opponent represented by Adv. Shri P. Agarwal.

Panaji, Dated: 28-11-2022.

AWARD

1. This Award shall determine the complaint of the Complainant dt. 23-01-2018 filed u/s 33-A of the I.D. Act 1947.

2. It is the case of the complainant in short that he was appointed as "Peon" (Multi Tasking Staff) by order dt. 21-08-1982 and permanently posted at Head Office, Porvorim, Goa. He stated that he is designated as Peon (MACPS-III). He stated that he raised a dispute in respect of non-extending dues of the benefits of 3rd up gradation after completion of 30 years of service in accordance with Modified Assured Career Progression Scheme before the ALC, Panaji, Goa which ended in failure. He stated that the dispute was referred for the adjudication to the Labour Court-II and was registered as Reference No. LC-II/IT-54/16. He stated that he closed the evidence and the matter was fixed for the evidence of the Employer wherein the affidavit of Shri V. D. Harmalkar, retired Personal Manager was filed. He stated that during the pendency of the reference before the Labour Court-II, the Personnel Officer issued an Order dt. 12-1-2018 whereby he was re-designated as Peon (Multi Tasking Staff) in the revised payband of Rs. 5200-20200+ Rs. 1800 Grade Pay in 6th Pay Commission. He stated that at the time of the order, the dispute pertaining to the non-granting of 3rd financial up gradation under the Modified Assured Progression Scheme was pending before the Labour Court-II which has the direct nexus pertaining to pay fixation and therefor the Employer

could not have passed any order altering the service conditions of the Workman as the dispute was pending.

3. He stated that the Personnel Officer is liable for the violation of the service conditions and necessary action deemed fit will be taken against the Personnel Officer. He stated that the Personnel Officer has no right of whatsoever nature to pass the impugned order altering the service condition to his prejudice. He stated that however, in the instant case in the flagrant abuse of the process of law and during the pendency of the proceedings before the Labour Court-II. The Personnel Officer acted in abuse of process of law and is liable for action for violation of provision of Section 33-A of the Industrial Dispute Act, 1947. The Workman therefore prayed that the complaint be allowed and this Hon'ble Court be pleased to quash and set aside an order dt. 12-01-2018 whereby, he is re-designated as Peon (Multi Tasking Staff) in the Revised Pay Band of Rs. 5200-20200+GP Rs. 1800 under the 6th Pay Commission and be pleased to initiate proceedings against the Personnel Officer Shri R. D. Naik for alteration of service conditions in violation of the Modified Assured Progression Scheme during the pendency of the dispute before the Labour Court-II.

4. The Employer resisted the claim of the Workman by filing its reply dated 15-06-2018 at Exb. 7. The Employer, as and by way of its preliminary objections, submitted that the complaint is liable to be dismissed as there is no alteration of service conditions as alleged by the complainant and that what is referred for adjudication is not a complaint as defined u/s 33-A of the I.D. Act.

5. The Employer stated that it is a Government Company registered under Section 617 of the Companies Act, 1956. The Employer stated that it is a State Transport Undertaking under the purview of the Motor Transport Act, 1988. The Opponent stated that the complainant working as Peon and the dispute in reference No. IT/54/2016 was raised by the complainant regarding the non-extending of the benefits of 3rd up gradation (MACP) after completion of 30 years of his service.

6. The Opponent stated that the Complainant, vide letter dt. 12-08-1982, was offered appointment on temporary basis for the temporary increase in work for 6 months without any right of permanency. The Opponent stated that on acceptance of the offer, the complainant was

issued temporary appointment letter dt. 21-08-1982 appointing him in the post of Peon with them. The Opponent stated that vide order dt. 24-05-1983, 14 employees who were employed on temporary basis including the complainant, were taken on probation w.e.f. 21-02-1983. The Opponent stated that the complainant was thereafter confirmed in their services w.e.f. 01-10-1984 vide order dt. 19-10-1984. The Opponent stated that on the recommendation of the Departmental Promotion Committee (DPC), the complainant including the other workmen were extended the benefits of the Modified Assured Career Scheme (MACP). The Opponent stated that as per the MACP Scheme Clause No. 1, an employee is entitled for three up-gradation during his service tenure. The Opponent stated that the complainant has been given all the three financial up gradation up to now and was communicated the same from time to time. The Opponent stated that they had properly made the fixation of wages after giving the up gradation. The Opponent stated that the complainant was issued the pay fixation order dt. 12-01-2018 whereby consequent upon adoption of the Office Memorandum dt. 21-11-2016 vide BOD Resolution No. 140/60 dt. 13-12-2016 the pay of the complainant which was fixed vide order dt. 08-10-2010 revised and refixed to Rs. 6590+ Rs. 1800/-G.P. w.e.f. 01-01-2006 by re-designating him as Peon (MTS) in the revised Pay Band of Rs. 5200-20200+ Rs. 1800 Grade Pay under the 6th Pay Commission. The Opponent stated that on implementation of above revised pay scale, the complainant was then entitled to arrears w.e.f. 01-01-2016. The Opponent stated that the said arrears amounting to Rs. 25,824/- was paid to the complainant along with his salary of April, 2018. The Opponent submitted that the issuance of order dt. 12-01-2018 granting benefits to the complainant, do not amount to any alteration of service conditions to his prejudice as alleged in the complaint. The Opponent therefore submitted that the complaint is not entitled for any relief as claimed by him in the present complaint. The Opponent categorically denied the overall allegation as pleaded by the complainant and prayed for dismissal of the same.

7. Opportunities were given to the Complainant to file his re-joinder. However, Ld. Adv. A. Kundaikar appearing for the workman submitted that he is not filing re-joinder.

8. Based on the pleadings filed by the respective parties' hereinabove, this Hon'ble Labour Court-II framed the following issues on 19-07-2018 at Exb. 8.

1. Whether the Workman/Party I proves that the Employer contravened the provisions of Section 33 of the I.D. Act, 1947 pending a reference bearing No. LC-II/IT/54/16 before the Labour Court II?
2. Whether the Employer/Party II proves that the present complaint filed by the Workman is liable to be dismissed in view of the reasons stated in para 2 (a) and (b) as well as para 10 of its written statement?
3. Whether the Workman/Party-I is entitled to any relief?
4. What order? What award?
9. My answers to the aforesaid issues are as under:
 - (a) Issue No. 1 : In the negative.
 - (b) Issue No. 2 : In the affirmative.
 - (c) Issue No. 3 & 4 : As per final order.

I have heard the oral arguments of Ld. Adv. Shri P. Agarwal, appearing for the Employer. On the contrary Ld. Adv. Shri A. Kundaikar appearing for the Workman remained absent. I have carefully perused the entire records of the present case. I have also carefully considered the oral arguments advanced by the Ld. Adv. Shri P. Agarwal appearing for the Employer and is of the firm opinion as under.

REASONS

10. *Issue No. 1 and 2:*

Indisputably, the Workman was appointed as Peon by the Employer on probation w.e.f. 21-02-1983 and thereafter confirmed at the service of the employer w.e.f. 01-10-1984, vide order dt. 19-10-84. The complainant has been given all the three financial up gradation such as granted TBPS in the pay scale of Rs. 2610-60-3150-65-3540 w.e.f. 01-11-2001 as first up gradation, granted ACPS in the pay scale of Rs. 2650-65-3300-70-4000 w.e.f. 30-08-2006 as second up gradation and granted MACP III after completion of 30 years of service in the pay scale of Rs. 5200-20200+1900 GP as third up gradation and the basic pay of the complainant was fixed by the said order at Rs. 8940+Rs. 1900 Grade Pay w.e.f. 30-08-2012. Thus the complainant was given all the three up gradation and communicated the same from time to time. The Complainant was also paid the arrears amounting to Rs. 25824 alongwith his salary of April 2018. A dispute was raised by the complainant pertaining to the non-extending dues of benefits of the 3rd up gradation after completion of 30 years of service in accordance with MACPS Scheme. The said Reference was referred for adjudication to the Labour Court and was registered

as Case No. LC-II/IT/54/16 pertaining to the legality and justifiability of the action of the Employer in non-extending the benefits of 3rd up gradation after completion of 30 years of service to him thereby depriving him of the monetary benefits and if not what relief he is entitled to.

11. By the present complaint, the complainant claim to be in violation of Section 33-A of the I.D. Act, 1947 by the Employer by issuing the said order dated 18-11-2016 thereby granting him MACP Scheme. The pre-condition for the grant of the Section 33-A of the said Act is that the Workman shall prove that the employer has contravened Section 33 of the said Act. Section 33 (1) of the said Act states that during the pendency of any conciliation proceedings before the conciliation Officer or a board of any proceedings before (an arbitrator or) a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

- (a) In regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings or
- (b) For any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

12. In the case of **Stanley Mendex v/s. Glovanola Binny Ltd. and Ors.**, reported in (1968) II LLJ 470, the Hon'ble High Court of Kerala in para 5 of its judgment has held as under:

"5. In a complaint made to the tribunal under Section 33A, the primary question that fails to be considered by tribunal is whether there has been a contravention by the employer of the provisions of Section 33 of the Act, and it is only in case it is found that there has, in fact, been such contravention that occasion arises for the tribunal to embark upon a further adjudication of the complaint on its merits; in other words, the tribunal has to be satisfied initially that there has, in fact, been a contravention by the employer of the provisions of Section 33 by effecting during the pendency of other proceedings before it, an alteration to the prejudice of the Workman concerned, of the conditions of his service which were applicable to him immediately before the commencement of such proceedings".

13. The principle laid down by the Hon'ble High Court of Kerala is well established and also applicable to the case in hand. Applying the law laid down by the Hon'ble High Court of Kerala, in the

case in hand, pending the reference bearing No. LC-II/IT/54/16, before this Labour Court II for its adjudication pertaining to the legality and justifiability of the action of Employer in non extending the benefits of 3rd up-gradation after completion of 30 years of service to the complainant thereby depriving him of the monetary benefits and if not what relief the workman will be entitled to. During the pendency of said reference, the Employer was pleased to pass pay fixation order dt. 12-01-2018 signed by Personal Officer Shri R. D. Naik. The complainant alleged that the Personal Officer is liable for the violation of alterations of the conditions service.

14. Bare reading of the pay fixation order dt. 12-01-2018 at Exb.10 states that consequently upon adoption of the Office Memorandum dt. 21-11-2016 vide BOD Resolution No. 140/16 dt. 13-12-2016 the pay of the complainant which was fixed vide order under reference is revised and refixed to Rs. 6590+Rs. 1800 GP w.e.f. 01-01-2006 by re-designating him as Peon (Multi Tasking Staff) in the revised pay band of Rs. 5200-20200+Rs. 1,800 GP under the 6th Pay Commission. The said document further states that on implementation of the above revised pay scale, the complainant is entitled for arrears w.e.f. 01-01-2016. The Complainant was also paid an arrears of Rs. 25,825/- in his salary of April, 2018; Upon careful perusal of the said order at Exb.10, it is beneficial and not prejudicial to the complainant in any manner. The said order at Exb.10 does not alter the conditions of service of the complainant. Hence it is held that the complainant failed to prove that the employer contravened the provisions of Sec. 33 of the I.D. Act, 1947 pending the reference bearing No. LC-II/IT/54/16 before this Labour Court-II. Issue No. 1 is therefore answered in the Negative and the Issue No. 2 is answered in the Affirmative.

15. **Issue No. 3:**

While deciding the issue No. 1 and 2, I have discussed and come to the conclusion that there is no alteration of service condition of the complainant and as such the complainant failed to prove that the Employer contravened the provisions of Section 33 of the I.D. Act, 1947 pending reference bearing No. LC-IT/54/16 before the Labour Court-II. The Complainant therefore is not entitled to any relief. The issue No. 3 is therefore answered in the Negative.

In view of above, I pass the following order.

ORDER

1. The complaint of the Complainant dt. 23-01-2018 filed by the Complainant u/s 33-A of the I.D. Act, 1947 is hereby dismissed.
2. The complainant is not entitled to any relief.
3. No order has to cost.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Notification

No. 28/02/2022-LAB/705

The following Award passed by the Labour Court-II, at Panaji-Goa on 02-11-2022 in Case No. LC-II/IT/02/2022 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 15th December, 2022.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. LC-II/IT/02/2022

Shri Manguesh Tendulkar,
Opp. Bhagwati Temple,
Margao-Panaji Bypass Road,
Dhaval, Ponda-Goa. (403 401) Workman/Party I
V/s

M/s. Volkswagen Goa,
Mody Auto Corp. Private Limited,
Plot No. L-26-A, Phase II,
Verna Industrial Estate,
Verna, Salcete-Goa. (403 722) Employer/Party II
Party-I/Workman represented by Shri P. Gaonkar.
Party-II/Employer marked as Ex-parte.

Panaji, Dated: 02-11-2022.

AWARD

In Exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the

Government of Goa by Order dated 11-01-2022, bearing No. 28/57/2021-LAB/29 referred the following dispute for adjudication by the Labour Court-II, Panaji-Goa.

“(1) Whether action of the management of M/s. Volkswagen Goa, Mody Auto Corp. Private Limited, Plot No. L-26-A, Phase II, Verna Industrial Estate, Verna, Salcete, Goa in refusing the employment to Shri Manguesh V. Tendulkar, Driver, with effect from 08-05-2021, is legal and justified?”

“(2) If not, what relief the workman is entitled to?”.

2. On receipt of the reference, a case was registered under No. LC-II/IT/02/22 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. On 02-03-2022 the Workman/Party-I (for short 'Workman'), along with his representative Shri P. Gaonkar remained present. The facts of the case as pleaded by the Workman that he was initially appointed as "Driver" by the Employer/Party-II (for short 'Employer'). He stated that since the day of his appointment as Driver from 12-11-2018, he was in continuous service of the Employer without any break. He stated that on 07-05-2021, he reported for duty at around 9.00 a.m. and carried out his normal work. He stated that at around 11.00 a.m., he was called by the General Manager and told him to submit his resignation without stating reasons. He stated that he was told not to report for work from 08-05-2021. He stated that on 08-05-2021, when he went to report for duty, he was not allowed to report for duty. He stated that Mr. Nikhil Naik, HR Officer sent him a whatsapp message on his Mob. No. 8007275280 that he should submit his resignation, company ID card and other belongings. He stated that he was not issued any memo, show cause notice or charge sheet for alleged misconduct if any, before refusal of employment. He stated that he raised an industrial dispute before the Dy. Labour Commissioner, Margao vide his letter dated 12-05-2021. He stated that the said letter dated 12-05-2021 was forwarded to the Asst. Labour Commissioner, Vasco. He stated that the ALC Vasco called both parties for conciliation proceedings which ended in failure.

3. He contended that before refusal of employment, he was not given a one month notice or one month pay in lieu of notice, retrenchment compensation and other dues as required under Section 25F of the Industrial Dispute Act 1947. He submitted that before refusal of employment, the management has not conducted any inquiry and has not followed the principles of natural justice. He therefore, submitted

that termination of his services is illegal, unjustified and bad-in-law. He submitted that after refusal of employment, the Employer had advertised for the post of Driver at Verna and new drivers were employed in his place of work. He submitted that the Employer has not followed the principles of "last come first go" and Jr. Drivers are still in the employment of the Employer. He submitted that the termination of his services is in violation of Section 25F, 25G and 25H of the ID Act, 1947. He submitted that after the termination of his services, he is unemployed and has not been able to find out any suitable job despite his effort, hence entitled for full back wages and continuity in services. The Workman therefore, prayed that an award be passed holding that the termination of his services is illegal, unjustified and bad-in-law and to direct the Employer to reinstate him in service with full back wages and continuity in service with consequential benefits thereof.

4. The Employer filed its reply to the aforesaid claim of the Workman by his reply dated nil at Exb.5. The Employer submitted that the claim of the Workman is unjustified.

5. An opportunity was given to the Workman to file his Rejoinder however, Ld. Representative Shri P. Gaonkar appearing for the Workman submitted that he does not wish to file any Rejoinder.

6. Based on the pleading, this Hon'ble Court framed the following issues on 28-07-2022.

1. Whether the Workman/Party I proves that he was refused employment by the Employer/Party II w.e.f. 08-05-2021.

2. Whether the Workman/Party I proves that the action of the Employer/Party II in refusing him employment amounts to termination of his services?

3. Whether the Workman/Party I proves that the action of the Employer in refusing him employment w.e.f. 08-05-2021, is illegal and unjustified?

4. Whether the Workman is entitled to any relief?

5. What order? What award?

7. My answers to the aforesaid issues are under:

- | | | |
|----------------------|---|---------------------|
| (a) Issue No. 1 | : | In the affirmative. |
| (b) Issue No. 2 | : | In the affirmative. |
| (c) Issue No. 3 | : | In the affirmative. |
| (d) Issue No. 4 & 5: | | As per final Order. |

REASONS:

Ld. Rep. Shri P. Gaonkar, appearing for the Workman filed his synopsis of written arguments. On

the contrary the Employer remained absent and was marked an Ex-Parte. I have carefully perused the entire records of the present case including the synopsis of written argument filed by the Workman. I have also carefully considered the submissions advance before me.

8. Issue No. 1 & 2:

In order to prove the issue No. 1 & 2, the Workman has examined himself and produced on records, certain documents in support of his oral evidence. The said oral evidence as well as documents adduced by the Workman on record remained unchallenged for want of denial.

9. The evidence on records indicates that the Workman was appointed as driver by the Employer on 12-11-2018. The evidence on records indicates that the Workman was in continuous service of the Employer from the date of his appointment from 12-11-2018 till he was refused employment w.e.f. 08-05-2021. The evidence on records indicates that on 07-05-2021 at around 11.00 a.m. the Workman was called by the General Manager and told him to submit his resignation without stating any reasons and that he further told him not to report for work from 08-05-2021. The evidence on record further indicates that on 08-05-2021, when he went to report for duty, he was not allowed to resume duty and further the HR Officer Mr. Nikhil Naik sent him a whatsapp message on Mob. No. 8007275280 that he should submit his resignation, company I.D. card and other belongings. The aforesaid evidence on records clearly indicates that the Workman was refused Employment by the Employer on 08-05-2021. The aforesaid evidence on record clearly indicates that the action of the Employer in refusing Employment to the Workman amounts to termination of his services by way of illegal retrenchment. Hence, it is held at the Workman proved that he was refused employment by the Employer w.e.f. 08-05-2021 and that the refusal of the action of the Employer in refusing employment to the Workman amounts to termination of his services. The Issue No. 1 & 2 are therefore answered in the affirmative.

10. Issue No. 3:

While deciding the issue No. 1 & 2 hereinabove, I have discussed and come to the conclusion that the Workman was refused employment by the Employer w.e.f. 08-05-2021 and that the refusal of the action of the Employer in refusing an employment to the Workman amounts to termination of his services.

The evidence on records indicates that the services of the Workman were terminated without issuing any show cause notice or charge sheet for

the alleged misconduct nor issued one month notice or one month pay in lieu of notice and retrenchment compensation before termination of his services. In the circumstances, the refusal of employment to the Workman amounts to violation of Section 25F of I.D. Act, 1947. The termination of services for the Workman is also in violation of principles of natural justice. Though the Workman claimed that the Employer had advertised for the post of Driver at Verna and new drivers were employed in his place of work, the Workman has failed to produce on records a copy of the advertisement nor produced the names of the person who has been appointed in his place of work. It is held that the Workman failed to prove that the action of the Employer is in violation of Section 25G and 25H of the I.D. Act, 1947. Hence, it is held at Workman proved that the action of the Employer in terminating his services w.e.f. 08-05-2021 is illegal and unjustified. The issue No. 3 is therefore affirmative.

11. Issue No. 4:

While deciding the issue No. 3 hereinabove, I have discussed and come to the conclusion that the action of the Employer in refusing the employment to the Workman w.e.f. 08-05-2021 is illegal and unjustified.

The evidence of records indicates that the Workman is unemployed from the date of termination of his services inspite of his best efforts. The Workman is therefore, entitled for reinstatement in services with full back wages and consequential benefits thereof.

In view of the above, I proceed to pass the following Order:

ORDER

1. It is held at the action of the management of M/s. Volkswagen Goa, Mody Auto Corp. Private Limited, Plot No. L-26-A, Phase II, Verna Industrial Estate, Verna, Salcete, Goa in refusing the employment to Shri Manguesh V. Tendulkar, Driver, with effect from 08-05-2021, is illegal and unjustified.

2. It is held that the Employer, M/s. Volkswagen Goa, Mody Auto Corp. Private Limited, Plot No. L-26-A, Phase II, Verna Industrial Estate, Verna, Salcete, Goa, is hereby directed to reinstate the Workman, Shri Manguesh Tendulkar with full back wages and continuity in service with consequential benefits thereof.

3. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-I.

Notification

No. 28/02/2022-LAB/Part-III/706

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 02-12-2022 in Ref. No. IT/03/2004 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 15th December, 2022.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/03/2004

Shri Vinayak Gaonkar,
Rep. by Goa MRF Employees Union,
Kaulam, Ponda-Goa. Workman/Party I
V/s

M/s. MRF Ltd.,
Usgao,
Ponda, Goa. Employer/Party II

Workmen/Party I represented by none.

Employer/Party II represented by Learned Advocate
Shri S. B. Karpe along with Adv. Ms. S. Vaigankar.

AWARD

**(Delivered on this the 2nd day of the month of
December of the year 2022)**

By order dated 16/12/2003, bearing No. 28/46/2003/LAB/1016, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short 'The Act'), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. MRF Ltd., Usgao-Goa in terminating the services of Shri Vinayak Gaonkar with effect from 12-01-02 is legal and justified?"

(2) If not, to what relief the workman is entitled?"

2. The Workman/Party I has filed his Statement of Claim. The workman states that he was suffering from survival spondylitis with pulmonary tuberculosis. That on this account he was absent from work for the period from 24-05-2001 to 26-01-2002. That he had submitted 8 ESI

Certificates commencing from 24-05-2001 and ending with 26-12-2001. That the Employer/Party II refused to acknowledge receipt of the same. The Employer sent charge-sheet dated 07-12-2001 by registered post A/D to the workman. That, it so happened that the workman (Vinayak Gaonkar) has a neighbor by the same name of Vinayak Gaonkar. That the charge-sheet was wrongly delivered at the workman's neighbour's house and the neighbour's wife namely Mrs. Vinanti Vinayak Gaonkar received the same.

3. That the workman was not aware of the charge-sheet. That the Employer completed the inquiry in a single day and dismissed the workman for absenteeism by Order dated 12-01-2002. That the workman received the Order on 13-01-2002. That along with the Order were enclosed a copy of the charge-sheet dated 07-12-2001 and a copy of what purports to be the records of an inquiry proceeding. That the workman did not get an opportunity to defend himself in the inquiry proceeding. That by letter dated 05-02-2002, the workman asked the Employer to set aside the Order of Dismissal from service. The Union to which he belongs also made a similar demand by letter dated 15-11-2002. That the Union also demanded compensation for mental torture at the rate of 2 days' wages for every one day of enforced unemployment.

4. That IT/33/97 is pending with respect to the Charter of Demands. That the Employer has not complied with the provisions of Section 33(2)(b) of the Industrial Disputes Act, 1947. That the workman is being victimized for his trade union activities. That conciliation proceedings have ended in failure and the Government has referred the dispute for adjudication. There, it is prayed that the workman be reinstated with continuity of service and full back wages. That compensation at the rate of 2 days wages for every one day of enforced unemployment be paid to the workman.

5. The Employer has filed its Written Statement. It is the case of the Employer that the workman had been in unauthorized absence for 134 days. That the workman was charge-sheeted by Charge-sheet dated 07-12-2001 setting out charges as under:-

"It is observed from your attendance record that despite earlier warning letters, and show cause notices in the past for your unauthorized absence, you are still in the habit of remaining absent from work without leave or intimation as detailed below:

June 2001	:	1-30	(26 days)
July 2001	:	1-31	(26 days)
August 2001	:	26-31	(05 days)
September 2001	:	1-30	(26 days)
October 2001	:	3-30	(25 days)
November 2001	:	1-30	(26 days)

Your absence from work as above is therefore unauthorized and amounts to gross misconducts under items XXV, L and LII of Clause 21 of the Certified Standing Orders in force in the Company, which reads as under:

- Cl. 21 Item XXV : Habitual absence without leave or absence without leave for more than 8 consecutive days or overstaying the sanctioned leave without satisfactory explanation.
- Cl. 21 Item L : Habitual breach of any provision of the Standing Orders or any law applicable to the Company or any rules of instructions for the maintenance and the working of any department.
- Cl. 21 Item LII : Any acts subversive of discipline.

and with which you are charged."

6. That the charge-sheet was served by registered post A/D on the workman. That the workman did not attend the enquiry that followed. That the Enquiry Officer proceeded ex-parte against the workman. That the Enquiry Officer held that the charges were proved against the workman. That considering the seriousness and gravity of the misconduct, the Employer dismissed the workman. It is denied that the workman is victimized for his trade union activities. That Goa MRF Employees Union has no locus standi to raise the present dispute. That the signatory to the Claim Statement is not authorized to raise any dispute on behalf of the workman. It is denied that the workman is entitled to reinstatement, back wages or compensation. That the present reference is made without application of mind and that it is bad in law. Therefore, it is prayed that the reference be rejected.

7. The workman has filed his Rejoinder. The workman has summarily denied all the averments made against him in the written statement.

8. The following issues were framed at Exhibit 8:

- Whether the Party I/Union proves that it has the locus standi and authority to raise the dispute on behalf of the workman?
- Whether the Party I/Union proves that the domestic enquiry held against the workman is not fair and proper?
- Whether charges of misconduct leveled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
- Whether the Party I/Union proves that the Party II did not follow the mandatory provisions of Sec. 33(2)(b) of the I.D. Act, 1947 before dismissing the workman from service?
- Whether the Party I/Union proves that the action of the Party II in terminating the services of the workman w.e.f. 12-01-2002 is not legal and justified?
- Whether the workman is entitled to any relief?
- What Award?
- The workman died and his legal heirs have been brought on record.
- During the course of proceedings, the Employer and the heirs of the Workman filed Consent terms (Exh. 34 Colly) as under:

"The present dispute was referred by the Government of Goa for adjudication to the Industrial Tribunal in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Dispute Act, 1947 as the Applicant Shri Vinayak Gaonkar had challenged his order of Dismissal dated 12-01-2002 by the Opponent.

During the pendency of the said proceedings, said Shri Vinayak Gaonkar expired on 29-12-2011 and upon his demise, his wife Smt. Veena Vinayak Gaonkar and his three children Miss Priyanka Vinayak Gaonkar, Shri Prajyot Vinayak Gaonkar and Miss Pranali Vinayak Gaonkar who are his sole and universal heirs came to have been added as parties to the present proceedings.

Miss Priyanka Vinayak Gaonkar expired on 14-05-2021 and considering the fact, that the original Applicant Shri Vinayak Gaonkar is no more living, the widow of the Applicant i.e. said Smt. Veena Vinayak Gaonkar and her remaining two children approached the Opponent and have sorted out the matter amicably and in settlement of the claims and disputes between the Parties, the Applicants have agreed that subject to payment of lump sum amount of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) which being the Company Settlement offer to be paid by the Opponent to the Applicants, the Applicants shall have no claim of whatsoever nature,

not with standing any other issues pending between the Applicants Company/Management and various Trade Unions.

The Opponent after having resolved settle the disputes with the Applicant agreed to pay an amount of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) as full and final settlement of all the claims of the Opponent in terms of settlement arrived between the Parties. The Opponent has hereby issued a cheque dated 17-11-2022 drawn on HDFC Bank, Ponda branch in favour of Smt. Veena Vinayaik Gaonkar for sum of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) as full and final settlement of all the claims and disputes of the Opponent in the present matter.

The Applicants hereby acknowledge having received the said sum of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) from the Opponent and declare that the Applicants have no claim of whatsoever nature against the Opponent as all their legal dues including Gratuity have already been settled and further declare and acknowledge that the termination effected of the said i.e. late Mr. Vinayak Gaonkar by the Opponent vide Order of Dismissal dated 12-01-2002 is perfectly legal and valid.

The Applicants state that they have no further interest or claim of whatsoever nature against the Opponent in Reference No. IT/33/97, WP/592/2017, /WP/805/2018, CP/2/2016, LCC/29/96, LCC/40/98, IT/17/2004, WP/2307/2021, IT/06/2007, IT/61/2002, IT/09/2010, IT/22/2012, WP/172/2017 and other similar matters pending before various Courts in Goa filed by the Union against the Opponent Company of which Union the late Shri Vinayak Gaonkar claims to be the member and in any other matter filed by any other Union against the Opponent Company.

The Applicant further states that they are the sole surviving legal Heirs of late Shri Vinayak Gaonkar and undertakes to indemnify the Opponent in case any claim/dispute is raised by any other person against the Opponent claiming to be the legal Heir of late Shri Vinayak Gaonkar in view of matter of settlement arrived at between the Applicant and the Opponent as per the present terms of settlement agreed and signed.

Either of the Parties declare that they have no claim of whatsoever nature against each other."

Note: In these Consent Terms the word "Applicant" denotes the "workman" and the word "Opponent" denotes the Employer".

11. I have gone through the records of the case and the Consent Terms (Exh. 34 Colly) and I am

convinced that the Consent Terms filed by the Parties are just and fair and are in the interest of the heirs of the Workman/Party I and the Employer/Party II and therefore the same are accepted.

Hence, I pass the following Order:-

Order

(i) The reference in IT/03/2004 stands awarded as per Consent Terms at Exhibit 34 Colly.

The Consent Terms are as follows:-

"The present dispute was referred by the Government of Goa for adjudication to the Industrial Tribunal in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Dispute Act, 1947 as the Applicant Shri Vinayak Gaonkar had challenged his order of Dismissal dated 12-01-2002 by the Opponent.

During the pendency of the said proceedings, said Shri Vinayak Gaonkar expired on 29-12-2011 and upon his demise, his wife Smt. Veena Vinayak Gaonkar and his three children Miss Priyanka Vinayak Gaonkar, Shri Prajyot Vinayak Gaonkar and Miss Pranali Vinayak Gaonkar who are his sole and universal heirs came to have been added as Parties to the present proceedings.

Miss Priyanka Vinayak Gaonkar expired on 14-05-2021 and considering the fact, that the original Applicant Shri Vinayak Gaonkar is no more living, the widow of the Applicant i.e. said Smt. Veena Vinayak Gaonkar and her remaining two children approached the Opponent and have sorted out the matter amicably and in settlement of the claims and disputes between the Parties, the Applicants have agreed that subject to payment of lump sum amount of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) which being the Company settlement offer to be paid by the Opponent to the Applicants, the Applicants shall have no claim of whatsoever nature, notwithstanding any other issues pending between the Applicants Company/Management and various Trade Unions.

The Opponent after having resolved settle the disputes with the Applicant agreed to pay an amount of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) as full and final settlement of all the claims of the Opponent in terms of settlement arrived between the Parties. The Opponent has hereby issued a cheque dated 17-11-2022 drawn on HDFC Bank, Ponda branch in favour of Smt. Veena Vinayaik Gaonkar for sum of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) as full and final settlement of all the claims and disputes of the Opponent in the present matter.

The Applicants hereby acknowledge having received the said sum of Rs. 3,50,000/- (Rupees Three lakhs fifty thousand only) from the Opponent and declare that the Applicants have no claim of whatsoever nature against the Opponent as all their legal dues including Gratuity have already been settled and further declare and acknowledge that the termination effected of the said i.e. late Mr. Vinayak Gaonkar by the Opponent vide Order of Dismissal dated 12-01-2002 of is perfectly legal and valid.

The Applicants states that they have no further interest or claim of whatsoever nature against the Opponent in Reference No. IT/33/97, WP/592/2017, WP/805/2018, CP/2/2016, LCC/29/96, LCC/40/98, IT/17/2004, WP/2307/2021, IT/06/2007, IT/61/2002, IT/09/2010, IT/22/2012, WP/172/2017 and other similar matters pending before various Courts in Goa filed by the Union against the Opponent Company of which Union the late Shri Vinayak Gaonkar claims to be the member and in any other matter filed by any other Union against the Opponent Company.

The Applicant further states that they are the sole surviving legal Heirs of late Shri Vinayak Gaonkar and undertakes to indemnify the Opponent in case any claim/dispute is raised by any other person against the Opponent claiming to be the legal Heir of late Shri Vinayak Gaonkar in view of matter of settlement arrived at between the Applicant and the Opponent as per the present terms of settlement agreed and signed.

Either of the parties declare that they have no claim of whatsoever nature against each other."

Note: In these Consent Terms the word "Applicant" denotes the "workman" and the word "Opponent" denotes the Employer".

(ii) No Order as to Cost.

(iii) Inform the Government accordingly.

Sd/-
(Anil Scaria)
Presiding Officer,
Industrial Tribunal and
Labour Court-I.

Department of Personnel

Notification

No. 7/34/2022-PER/5046

In supersession of all notifications issued in this regard, the following shall be the standing arrangement of Link Officers for disposal of work relating to the offices/Divisions under the charge of Principal Chief Conservator of Forests/Additional Principal Chief Conservator of Forests/Chief Conservator of Forests/ Dy. Conservator of Forests, when they are on tour/training/leave etc.

Sr. No.	Officer/Post	Link Officer	Second Link Officer
1	2	3	4
1.	Principal Chief Conservator of Forests, Panaji	Additional Principal Chief Conservator of Forests, Panaji	Chief Conservator of Forests (Development), Panaji.
2.	Additional Principal Chief Conservator of Forests, Panaji	Chief Conservator of Forests (Development), Panaji	Chief Conservator of Forests (Administration, Wildlife & Eco-Tourism), Panaji.
3.	Chief Conservator of Forests (Development), Panaji	Chief Conservator of Forests (Administration, Wildlife & Eco-Tourism), Panaji	Conservator of Forests (Conservation), Panaji.
4.	Chief Conservator of Forests (Administration, Wildlife & Eco-Tourism), Panaji	Chief Conservator of Forests (Development), Panaji	Conservator of Forests (Conservation), Panaji.
5.	Conservator of Forests, (Conservation), Panaji	Dy. Conservator of Forests, Headquarters, Panaji	Dy. Conservator of Forests, Working Plan Division, Panaji.
6.	Dy. Conservator of Forests, Headquarters, Panaji	Dy. Conservator of Forests, Planning & Statistics, Panaji	Dy. Conservator of Forests, Monitoring & Evaluation, Panaji.
7.	Dy. Conservator of Forests, Planning & Statistics, Panaji	Dy. Conservator of Forests, Headquarters, Panaji	Dy. Conservator of Forests, Monitoring & Evaluation, Panaji.

1	2	3	4
8.	Dy. Conservator of Forests, Monitoring & Evaluation, Panaji	Dy. Conservator of Forests, Headquarters, Panaji	Dy. Conservator of Forests, Planning & Statistics, Panaji.
9.	Dy. Conservator of Forests, Wildlife & Eco-Tourism (North), Panaji	Dy. Conservator of Forests, Working Plan Division, Panaji	Dy. Conservator of Forests, Monitoring & Evaluation, Panaji.
10.	Dy. Conservator of Forests, Working Plan Division, Panaji	Dy. Conservator of Forests, Wildlife & Eco-Tourism (North), Panaji	Dy. Conservator of Forests, Planning & Statistics Panaji.
11.	Dy. Conservator of Forests, North Goa Division, Ponda	Dy. Conservator of Forests, Social Forestry, Parks & Gardens Division, Ponda	Dy. Conservator of Forests, Soil Conservation Division, Ponda.
12.	Dy. Conservator of Forests, Social Forestry, Parks & Gardens Division, Ponda	Dy. Conservator of Forests, Soil Conservation Division, Ponda	Dy. Conservator of Forests, North Goa Division, Ponda.
13.	Dy. Conservator of Forests, Soil Conservation Division, Ponda	Dy. Conservator of Forests, Social Forestry, Parks & Gardens, Ponda	Dy. Conservator of Forests, North Goa Division, Ponda.
14.	Dy. Conservator of Forests, South Goa Division, Margao	Dy. Conservator of Forests, Research & Utilization Division, Margao	Dy. Conservator of Forests, Wildlife & Eco-Tourism (South), Margao.
15.	Dy. Conservator of Forests, Research & Utilization Division, Margao	Dy. Conservator of Forests, Wildlife & Eco-Tourism (South), Margao	Dy. Conservator of Forests, South Goa Division, Margao.
16.	Dy. Conservator of Forests, Wildlife & Eco-Tourism (South), Margao	Dy. Conservator of Forests, Research & Utilization Division, Margao	Dy. Conservator of Forests, South Goa Division, Margao.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 13th December, 2022.

Department of Public Health

Order

No. 7/16/88-I/PHD/1564

Consequent upon promotion of Dr. Ismail Shaikh, Junior Orthopaedic Surgeon to the post of Senior Orthopaedic Surgeon vide Order No. 7/16/88-I/PHD/1333 dated 28-10-2022, is hereby posted at Hospicio South Goa District Hospital, Margao with immediate effect.

Dr. Ismail Shaikh, Senior Orthopaedic Surgeon shall draw the salary against the post of Senior

Orthopaedic Surgeon revived vide Order No. 48/1/2020-I/PHD/1549 dated 07-07-2021.

Consequently, Dr. Nelishka Gomes, Senior Pathologist, North Goa District Hospital, Mapusa shall draw the salary against the post of Senior Pathologist.

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).

Porvorim, 13th December, 2022.

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